

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SIoux COUNTY BOARD OF SUPERVISORS

AND

**LOCAL #1774 OF AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(SHERIFF DEPARTMENT)**

2005-2008

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Recognition.....	1
2	Dues Checkoff.....	2
3	Hours of Work, Overtime, Call Back, Meal and Rest Periods, Court, and Compensatory Time.....	4
4	Leave of Absence.....	7
	a) Family Death.....	8
	b) Sickness.....	8
	c) Jury Duty.....	9
	d) Civic Duty.....	9
	e) Military Service.....	9
	f) Workers Compensation.....	9
	g) Unpaid Leaves.....	9
5	Holidays.....	11
6	Vacations.....	13
7	Seniority.....	15
8	Reduction in Staff.....	16
9	Wages.....	18
10	Health and Accident Insurance.....	19
11	Safety.....	21
12	Grievance Procedure.....	22
13	Duration.....	25
Appendix A	Pay Rates.....	26

ARTICLE 1

RECOGNITION AND DEFINITIONS

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the regular full-time and regular part-time employees in the following classifications in the Sheriff's Department: Sergeant, Deputy, Jail Lieutenant, Jail Commander, Jailer, Jail Sergeant, Communication Chief Operator, Communication Operator, Office Coordinator, Secretary, and Cook. Excluded from the unit are the Sheriff, First Deputy, Second Deputy, and all others excluded by Section 4 of the Act. Such unit was set forth in PERB Case No. 6237.

Section 2. Definitions

Employer shall mean Sioux County, Iowa.

Union shall mean the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61 AFL-CIO and its affiliated local.

Regular full-time employee is one who works at least thirty-five (35) hours per week for fifty-two weeks.

Regular part-time employee is an employee who works at least twenty (20) hours per week for fifty-two weeks. Employees who work nineteen (19) hours or less per week for fifty-two (52) weeks will not be covered by the provision of this Collective Bargaining Agreement.

ARTICLE 2

DUES CHECKOFF

Section 1. Dues Checkoff

The Employer shall deduct Union dues from the pay of employees under the following terms and conditions.

a) The Employer shall deduct Union dues from the pay of employees under the following terms and conditions.

- a) Dues will be deducted only from the pay of those employees who have requested such deduction in writing.
- b) Dues deduction may be terminated by any employee on thirty (30) days written notice to the Employer.
- c) The local union president and treasurer shall certify to the Sioux County auditor the amount of dues to be deducted from each paycheck.
- d) The amount of dues to be deducted shall be changed no more than once annually.
- e) The County shall remit the dues to the union official designated, in writing, by the Union, including a list of those employees paying dues. The list shall include the employee's name, social security number, address, and the amount of dues paid.

Section 2. Liability and Indemnity

It is expressly understood that the Employer assumes no liability and shall not be liable for the collection or payment to the Union of any dues during the time that any employee is not actually working for the Employer and actually on the payroll

of the Employer. In the event of error on the checkoff list, the County will not be responsible to make any retroactive adjustment. After notified of any error by the treasurer of the local union, the County will then follow the deduction procedure as outlined above.

The Union shall indemnify and hold the County harmless against any and all claims, suits, orders, and judgments brought or issued against the County as a result of any action taken or not taken under the provision of this Article.

ARTICLE 3

HOURS OF WORK

Section 1. Work Schedules

Work schedules for all employees will be established and posted on the appropriate work stations. Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift. The Employer shall provide ten (10) calendar days written notice to the Union and the affected employees prior to making any changes in the employees work schedules. Work schedule changes shall not be made for the purpose of avoiding overtime.

All employees shall receive a minimum of eight (8) hours off between each scheduled work shift.

Employees shall be allowed to switch shifts with another employee, as long as the Sheriff agrees.

Section 2. Overtime

Definitions

Overtime will be paid for all hours worked in excess of the employees regular scheduled workday or any scheduled day off.

Overtime Compensation

Overtime shall be compensated at a premium rate of one and one-half (1 ½) the employee's base hourly pay for all overtime hours worked. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rests with the employee.
2. Compensatory time may only be accumulated to forty-five (45) hours. Any overtime compensation beyond forty-five (45) hours shall be paid in cash.
3. The employer shall have the right to approve the request of the employee to use compensatory time off. Compensatory time off shall be granted at the convenience of the employee whenever possible consistent with the staffing needs of the Employer.

Section 3. Meal and Rest Periods

All employees shall have a one-half (1/2) hour paid lunch period and two fifteen (15) minute paid rest periods during his/her regularly scheduled shift.

Section 4. Call Back Pay

An employee called back for duty or called in on the employee's day off will be paid a minimum of two (2) hours at his/her appropriate hourly rate to be paid in cash or compensatory time at the employee's discretion.

This section shall not be construed so as to provide for additional compensation if the employee is recalled back to duty within the original two (2) hour period, except that employees who are called back to work in excess of two (2) hours will be paid for actual time worked. If the Employer calls back an employee to work on a holiday, the Employer

agrees to pay the employee at the rate one and one-half ($1 \frac{1}{2}$) times the employee's regular hourly rate, to be paid in cash or compensatory time at the employee's discretion.

Section 5. Court Pay

An employee who appears in any court or administrative proceedings, including phone hearings, during non-working hours as a result of the performance of his/her duties shall be paid a minimum of two (2) hours at his/her appropriate rate to be paid in cash or compensatory time at the employee's discretion.

Section 6. Compensatory Time Limits

All compensatory time is subject to the forty-five (45) hour maximum. All hours over forty-five will be paid in cash.

ARTICLE 4

LEAVE OF ABSENCE

Section 1. Eligibility Requirements

Employees shall be eligible for leaves of absence after sixty (60) working days of service with the employer.

Section 2. Application for Leave

Any request for a leave of absence shall be submitted, in writing, by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence, if granted, shall be furnished to the employee by his/her immediate supervisor and it shall be in writing. Except as otherwise specifically provided herein, the employer shall have discretion with respect to granting or denying any requested leave.

Any request for a leave of absence shall be answered promptly. Request for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence—a leave not exceeding one (1) month—shall be answered within seven (7) days. A request for a leave of absence exceeding one (1) month shall be answered within fourteen (14) days.

Section 3. Paid Leaves

a) Family Death

In the event of death of an employee's spouse, parent, or child, the employee shall be granted four (4) days of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services.

In the event of an employee's brother, sister, grandchild, grandparent, or parents-in-law, said employee will be granted, upon request, three (3) days of absence with full pay to attend funeral services.

In the event of the death of an employee's brother-in-law, sister-in-law, or grandparents-in-law, said employee will be granted, upon request, two (2) days leave of absence with full pay to attend funeral services.

b) Sick Leave

Sick leave shall be granted in the case of any illness an employee may contract or any exposure to contagious disease he/she may experience in which the health of others may be endangered by his/her attendance at duty, or a critical illness to spouse or child. Such sick leave credit may be utilized by the employees when they are unable to perform their duties due to temporary disabilities such as sickness, injury, hospitalization, pregnancy, abortion, childbirth, and recovery therefrom. Doctors and dental appointments may also be charged to sick leave if such appointments cannot be arranged outside working hours.

Sick leave will be accumulated at the rate of one (1) day per month starting at the date of hire, with a maximum accumulation of ninety (90) days.

The Sheriff or other immediate supervisor may require a doctor's certificate of illness to verify any sick leave.

Sick leave and leave occasioned by death (above) may not be added to vacation time.

An employee may be granted four (4) hours of paid time off to be a pallbearer at a funeral. Such time shall be deducted from accumulated sick leave.

c) Jury Duty

Employees shall be granted a leave of absence, with pay, for jury duty.

d) Civic Duty

Employees shall be granted a leave of absence when required to appear before a court or other public body on matters not related to their work in which they are not personally involved (as a plaintiff or defendant).

e) Military Service

Any employee who requires a military leave will, upon showing his orders to his immediate supervisor, be given a paid leave of absence for up to thirty (30) days (Iowa Code S29A, 28), after which time such paid leave shall automatically terminate.

f) Worker's Compensation

An employee who is in a worker's compensation leave may supplement his worker's compensation by using sick leave to attain full pay. One day of sick leave will be charged for each day used.

Section 4. Unpaid Leaves

a) Maternity

Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee, be extended or renewed for a period not to exceed six (6) months.

An employee on maternity leave shall be entitled to use accrued sick leave for that period which her physician certified she is unable to perform her duties before and after the child's birth.

b) Union Leave

Member(s) not to exceed one (1) per district, selected by the Union to participate in any other Union activity, may be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or re-extended for a similar period, at any time, upon request by the Union.

c) Educational

Employees may be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

d) Family Medical Leave

The family medical leave will be administered in accordance with the County-adopted policy.

e) Other Leaves

Other leaves of absence for a limited period may be granted by the Employer.

f) Approval

The granting or denying of requested leaves under paragraphs B, C, and D above shall be at the discretion of the Sheriff.

ARTICLE 5

HOLIDAYS

Section 1. Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above fall on Saturday, the proceeding Friday shall be observed as the holiday, for those employees on a Monday through Friday workweek. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday, for those employees on a Monday through Friday workweek. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

Section 2. Eligibility Requirements

Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation, provided he worked his/her full regularly scheduled work day before and after the holiday, unless excused by the employer.

Regular part-time employees shall be eligible for holiday pay if scheduled to work a holiday or called in to work a holiday.

Section 3. Holiday Pay

Holiday pay shall be equal to one (1) regularly scheduled workday but not less than eight (8) hours if the employee performs no work. When the holiday falls on the employee's scheduled day off, the employee will receive holiday pay equal to one (1) regularly scheduled work day but not less than eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion. When compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Employer.

Section 4. Pay for Work on a Holiday

An employee who works on a holiday will be paid his/her holiday pay plus shall be paid one and one-half (1 ½) time their straight time hourly for the number of hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on the holiday. At the discretion of the employee, such compensation for work on a holiday shall be either in cash or compensatory time.

Section 5. Holiday During Vacation Period

A designated holiday falling within a period of vacation leave will not be counted as a vacation day.

ARTICLE 6

VACATION

Section 1. Eligibility and Benefit

A full-time employee¹ shall be eligible for paid vacation based upon the following:

<u>Service Requirement</u>	<u>Vacation</u>
12 months but less than 24 months	5 days
24 months but less than 120 months	10 days
120 months or more	15 days

In the second year of the contract an employee with twenty (20) years of service or more shall receive twenty (20) days of vacation.

Service requirement is determined from anniversary date of hire to anniversary date of hire.

Section 2. Vacation Pay

Vacation pay shall be computed at the employee's current hourly pay times the number of hours in his/her regular day.

Section 3. Holiday During Vacation

A designated holiday falling within a period of vacation leave will not be counted as a vacation day.

¹ Regular part-time employees shall receive only a prorated number of days of vacation based upon the number of hours per week the employee works.

Section 4. Scheduling

Scheduling of vacation shall be at the discretion of the employer, giving consideration to the desires of the employee. The efficient operation of the department shall be a paramount factor in scheduling vacation leave.

If an employee is critically ill or critically injured as in seen in an emergency room or hospitalized while on paid vacation leave, that portion of the paid vacation leave may be rescheduled upon satisfactory proof of such care being provided to the Employer, if requested.

Section 5. Limitations

No vacation leave shall accrue during an absence which exceeds thirty (30) calendar days.

Vacation leave may be taken in one (1) day increments.

Section 6. Vacation Payout

An employee who is laid off, discharged, retired, or separated from the service of the employer for any reason prior to taking his/her vacation and who is otherwise eligible, shall be paid for such vacation or required to take the time off before leaving at the discretion of the employer.

Section 7. Vacation Carry Over

Withstanding the scheduling provision contained above, the employee may carry over into the next employment anniversary year up to five (5) days of accrued vacation.

ARTICLE 7

SENIORITY

Section 1. Definition

Seniority shall be the length of an employee's continuous service in his/her classification within the Sheriff's Department since his/her last date of hire as a full-time employee.

In the event two (2) employees have the same seniority date, seniority status shall be governed by using the last four (4) digits of their social security number with the employee having the lower last four (4) digits being considered as having the greater seniority.

Section 2. Seniority List

On July 1 of each year the Employer shall post and provide the Union a copy of the current seniority list.

Section 3. Loss of Seniority

An employee shall lose his/her seniority with the Employer if any of the following occur:

1. Resignation or termination.
2. Failure to notify the employer within three (3) working days of his/her intention to return to work after being recalled by the employer.
3. Lay off of more than twelve (12) months from date of his/her layoff.

However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record.

ARTICLE 8

REDUCTION IN STAFF

Section 1. Reduction in Staff

In the event that the Employer determines a reduction in staff or hours is necessary, it will retain those employees in each classification that it deems best qualified to perform the functions of that classification. If qualifications are determined to be equal, seniority shall prevail.

Laid off employees shall have the right to displace the least senior employee in another job classification, provided the displaced employee had previously held the other job classification.

Before full-time employees are laid off, the following employees in the affected classifications shall be laid off:

1. Temporary
2. Part-time
3. Employee with less than six (6) months of employment unless required to perform a specific job.

Section 2. Recall Procedure

An employee on lay-off shall retain recall rights to his/her prior classification for up to twelve (12) months from the effective date of reduction. The employer will maintain a list of laid off employees with recall rights. Laid off employees shall be recalled in inverse order of layoff.

An employee on lay-off who has completed six (6) months of employment before being laid off, shall be recalled before a new employee is hired to that classification.

The employer shall notify the laid off employee of the recall by certified mail to his/her address on file with the employer. The employee shall notify the employer within three (3) working days of his/her intent to return and agrees to return within ten (10) working days from notifying the employer of his/her intent to return.

Employees are responsible for supplying the Employer with their current address.

ARTICLE 9

WAGES

Section 1. Wages

The hourly rate of each classification is found in Appendix A.

Section 2. Pay Periods

Deputies and jailers shall be paid semi-monthly. Other employees covered by this Agreement shall be paid bi-weekly.

ARTICLE 10

HEALTH AND ACCIDENT INSURANCE

Section 1. Benefits

The employer agrees to provide a comprehensive group hospitalization insurance program for all full-time employees. The program will have a five hundred (\$500)/one thousand (\$1000) deductibles with an 80%-20% co-insurance feature. The deductible is paid as follows:

	<u>Single Family</u>	
Employee	\$100	\$200
County	\$200	\$400
Employee	\$100	\$200
County	\$100	\$200

Maximum out-of-pocket for the employee:

	<u>Single Family</u>	
	\$1000	\$2000

The parties agree that the group insurance increase shall not exceed twelve (12) percent each of the last two years of this agreement. Should such increase exceed twelve (12) percent in any of the last two years the parties shall meet to reduce said increase to twelve (12) percent in that year.

Section 2. Contributions

The employer shall contribute an amount equal toward the monthly single premium and seventy-five percent (75%) toward the cost of the monthly dependent premium. The remaining portion of the dependent premium shall be paid by the employee.

Section 3. Commencement of Coverage

Coverage of an employee will commence on the first day of the month after beginning active employment, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

Section 4. General Provisions

The employer retains the right to select the insurance carrier.

ARTICLE 11

SAFETY

The Employer shall comply with all federal, state, and local safety laws and regulations.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. Grievance

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the Employer (on forms furnished by the Union) and signed and dated by the Union. An aggrieved employee shall have the right to a Union representative appointed by the Union at all steps of the grievance procedure.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization.

Section 2. Procedure

Any grievance or dispute which may arise between the parties, concerning the meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1. The Union steward, with or without the employee, shall take up the grievance or the dispute with the Sheriff within five (5) working days of the date of the occurrence of the grievance. The Sheriff shall attempt to adjust the matter and shall respond to the steward within five (5) working days.

Step 2. If the answer is not satisfactory, the grievance shall be presented, in writing, by the Union steward, Union representative, or Union grievance committee to the Sioux County Board of Supervisors within seven (7) working days after the response of the immediate supervisor. The Sioux County Board of Supervisors or designated representative may meet at a mutually agreed upon

location, time, and date with the appropriate Union representative (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. The Sioux County Board of Supervisors or designated representative shall respond to the Union steward, Union representative, or Union grievance committee, in writing, within seven (7) working days.

Step 3. If the grievance is not settled at Step 2, the Union will notify the Board of Supervisors in writing, within fifteen (15) working days from the answer in Step 2 that it is requesting arbitration.

The parties agree to establish a panel of not less than ten (10) nor more than fifteen (15) individuals mutually agreeable to hearing arbitration cases. If the parties cannot mutually agree upon one individual from this list, they shall alternately strike from the list until one name remains who then will serve as the arbitrator.

The parties agree to follow the rules and procedures of the American Arbitration Association in the arbitration process.

The arbitrator shall have no authority to add to, delete from, modify, alter or amend the terms of this agreement.

The decision of the arbitrator shall be final and binding on the parties provided he has not exceeded the authority granted under this agreement. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's service and the proceedings shall be borne by the Employer and Union equally. However, each party shall be responsible for compensation to its representatives and witnesses. If either party desires a verbatim record of the proceedings, it may

cause such record to be made, providing it pays for the record and its copy of the record. The other party may request a copy of any such record at its own expense.

Section 3. General Provisions

Failure by the Union to comply with any time limitation shall constitute a withdrawal of the grievance without prejudice or precedent in future grievances.

Failure of the Employer to comply with any time limitation shall automatically move the grievance to the next step. The above times may be extended by mutual agreement of the parties.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Grievance committee members may investigate and process grievances during working hours without loss of pay provided permission is granted by the Sheriff or Chief Deputy. Such activities will be expected to be kept at a minimum amount of time with a maximum of one (1) committee member per individual grievance.

ARTICLE XIV**DURATION**

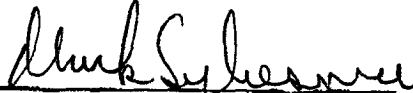
This agreement shall be effective as of July 1, 2005, and remain in full force and effect until June 30, 2008, subject to insurance provision.

This agreement shall be automatically renewed from year to year thereafter unless one of the parties notifies the other in writing 270 days prior to the anniversary date it desires to modify this agreement.

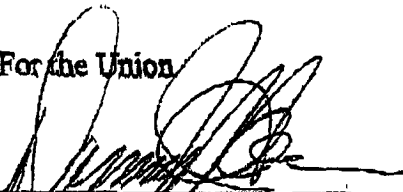
In witness thereof, the parties hereto approved this agreement on this

28th date of MARCH, 2006.

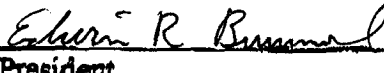
For the Employer



Chairman, Board of Supervisors
AFSCME/Iowa Council 61

For the Union


Danny J. Haman
Staff Representative

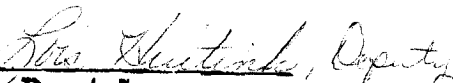

Chief Negotiator for County


President


Secretary

Dated March 28, 2006.

ATTEST:


Dennis Lange
Sioux County Auditor

LOIS HUSTON

APPENDIX A

The following are the rates for:

	<u>7-1-05</u>	<u>7-1-06</u>	<u>7-1-07</u>
Sergeant	\$21.07	\$21.72	\$22.37
Jail Lieutenant	\$17.51	\$18.01	\$18.50
Deputy	\$20.52	\$21.17	\$21.82
Jail Commander	\$18.00	\$18.51	\$19.01
Jail Sergeant	\$15.75	\$16.25	\$16.75
Jailer	\$14.85	\$15.35	\$15.85
Communication Chief Op.	\$14.72	\$15.22	\$15.72
Communication Op.	\$14.14	\$14.64	\$15.14
Office Coordinator	\$13.22	\$13.62	\$14.02
Secretary	\$12.87	\$13.27	\$13.67
Cook (full time)	\$14.85	\$15.35	\$15.85
Cook (part time)	\$10.60	\$10.95	\$11.30
<u>Deputy Hiring Guide</u>	<u>05-06 Yr</u>	<u>06-07 Yr</u>	<u>07-08 Yr</u>
Hiring Rate	\$17.44	\$17.99	\$18.54
Three Months	\$18.46	\$19.05	\$19.64
Nine Months	\$19.50	\$20.11	\$20.73
Eighteen Months	\$20.52	\$21.17	\$21.82